

Gulf Emirates

Burlington Tower
13th Floor
Business Bay
Marasi Drive
Dubai
United Arab Emirates

CONFIDENTIAL SLA AGREEMENT FOR BELL CANADA (EXCEL)

DATED

.....

Between

Md Sarfaraz Ansari (director)

And

.....

THIS AGREEMENT is made on 2025

BETWEEN:

1.M/s Gulf Emirates, companies registered in United Arab Emirates, Burlington Tower, 13th Floor, Business Bay, Marasi Drive, Dubai, UAE

AND

2. M/s

.....

.....

Each of which is a "Party", and which are together the "**Parties**".

1.

RECITALS:

- (A) The Disclosing Party and Recipient Party wish to disclose certain items of Confidential information (as hereinafter defined) to each other for the Purpose specified below.
- (B) The Parties have therefore agreed to enter into this Agreement upon the terms and subject to the conditions set out below.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

1.1 In this Agreement the following expressions shall have the following meanings unless The context otherwise requires:

"Affiliate" means an entity under common control with a

Party;

"Confidential Information" all communications and all information whether disclosed in writing, visually, orally, physically or by any other means and all material supplied to or obtained by the Recipient Party whether before or after the date of this Agreement in connection with or during the continuance of the Purpose (whether or not such information is expressly stated to be confidential or marked as such) and shall without limitation of the foregoing include any information from whatever source supplied to or obtained by the Recipient concerning the trade secrets, commercial information, ideas, discoveries, the names of clients, customers, business associations, transactions or financial arrangements of the Disclosing Party whether or not related to the goods and/or services supplied by that.

"Permitted Disclosers" means those partners, directors, shareholders, employees or professional advisers or financial Institutions, employed or engaged by the Recipient Party, and having a need to know the Confidential Information for the Purpose;

"Purpose" The discussion and evaluation by the Parties of Potential business opportunities and the negotiation of an agreement between them concerning such business opportunities;

2 Handling of Confidential Information

2.1 In consideration of the Disclosing Party disclosing Confidential Information to it, the Recipient Party gives to the Disclosing Party the undertakings and acknowledgements and accepts the obligations set out in this Agreement. For the avoidance of doubt, such undertakings, acknowledgements, and obligations shall be considered to be re given and re-accepted on each occasion that Confidential Information is given by the Disclosing Party to the Recipient Party.

2.2 The Recipient Party shall maintain the Confidential Information supplied to it in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information and trade secrets and shall use or permit the use of the Confidential Information (or any part thereof) only for the Purpose and in accordance with this Agreement.

2.3 The Recipient Party shall ensure that disclosure of such Confidential Information is restricted to its Permitted Disclosers, provided that the Recipient Party shall at all times be and remain responsible for ensuring that the Permitted Disclose to whom Confidential

Information is disclosed perform and comply with the obligations and undertakings set out in this Agreement for the benefit of the Disclosing Party. For the avoidance of doubt, the Recipient Party shall breach this agreement if any of its Permitted Disclosers does anything which, if done by the Recipient Party, would constitute a breach of this Agreement.

2.4 Copies or reproductions of Confidential Information may be made only if, and then only to the extent that, it is reasonably necessary for the Purpose. Any copies or reproductions made

shall be and remain at all times the property of the Disclosing Party.

2.5 All Confidential Information (and all copies thereof) shall be returned to the Disclosing Party or destroyed, as the Disclosing Party so directs, immediately upon:

2.5.1 Receipt of a written request from the Disclosing Party; or

2.5.2 The termination, howsoever arising, of this Agreement.

2.6 In the event that Confidential Information (or copies thereof) are to be destroyed pursuant to Clause

2.5, the Recipient Party shall, or where appropriate shall procure that any person to whom Confidential Information shall have been divulged shall, provide written confirmation of such destruction to the Disclosing Party.

2.7 The Recipient Party undertakes to the other that it shall:

2.7.1 Disclose Confidential Information only in accordance with this Agreement:

2.7.2 Use the same only for the Purpose;

2.7.3 Not contact any third party in connection with the Purpose, whether directly, or indirectly, without the prior written consent of the Disclosing Party.

2.7.4 Inform the Disclosing Party as soon as reasonably practicable upon becoming aware or suspecting that Confidential Information has been disclosed to an unauthorized person.

2.8 Notwithstanding the provisions of Clause 2.7, the Recipient Party shall not be deemed to be in breach

of this agreement where it makes a disclosure of Confidential Information required by law, and it has previously:

2.8.1 given not less than five working days' notice to the Disclosing Party of its intention to make such disclosure; and

2.8.2 provided the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order.

2.9 The obligations and restrictions set out in this clause 2 hereof shall not apply to any Confidential Information which is:

2.9.1 at the time of receipt by the Recipient Party, or which subsequently becomes, available to the public otherwise than by breach of this Agreement;

2.9.2 already in the lawful possession of the Recipient Party prior to receipt in connection with the Purpose, and the same can be properly evidenced by its or its professional advisers' records to the reasonable satisfaction of the Disclosing party;

2.9.3 lawfully disclosed to the Recipient Party by a third party without restrictions on its use or disclosure, provided that such third party is not itself in breach of an

obligation of confidentiality in so disclosing; or
2.9.4 Independently developed by either Party.

3 Confidentiality of this Agreement

3.1 The Recipient Party agrees to:

3.1.1 keep the existence and nature of this Agreement confidential; and

3.1.2 not to use the name of the Disclosing Party in any publicity, advertisement or other media disclosure without the prior written consent of the Disclosing Party.

3.2 If the Recipient Party considers that it is required by law to make a disclosure of the kind governed by Clause 3.1, it shall:

3.2.1 give to the Disclosing Party not less than five working days' notice of its intention to make such disclosure; and

3.2.2 provide the Disclosing Party with any assistance the Disclosing Party may Reasonably request in connection with the securing of a suitable protective order.

4 Intellectual Property

4.1 All Confidential Information shall be and shall remain the property of the Disclosing Party or its licensors.

4.2 The Recipient Party acknowledges and confirms to the Disclosing Party that no license is granted to it pursuant to this Agreement either directly or indirectly under any discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable.

4.3 The Recipient Party hereby covenants and undertake to the Disclosing Party (as separate and independent agreements) that it will during the term of this Agreement and for a period of 24 months after its termination (howsoever occasioned):

4.3.1 not use for its benefit (or that of any Affiliate) or disclose to any entity any Confidential Information; and

4.3.2 Take all reasonable steps to prevent the publication or disclosure of any Confidential Information.

4.4 The duration, extent and application of the restrictions contained in this Agreement are considered to be no greater than is necessary for the protection of the goodwill of the Disclosing Party and the said restrictions are considered reasonable by the Recipient Party.

4.5 In the event that the restrictions contained in this Agreement (or any of them) are found by a court of competent jurisdiction to be void. but such restrictions (or any of them) would be valid if some parts thereof were deleted or the period of application reduced, then the restrictions (or such relevant part of them) shall apply with such deletion or reduction in period of application as may be necessary to make them valid and effective and shall be enforced to the extent permitted by law.

5 Notices

5.1 All notices under this Agreement shall be in writing, marked for the attention of the Company Secretary, and either left by hand at, or sent by first class registered or recorded delivery post to, the registered office from time to time of the Party being

served.

5.2 Notices shall be deemed served when delivered, if left by hand, or on the third day following posting, if sent by post.

6 Processing

6.1 The client will be charging as a security deposit of Rs 49,000 for 10 seats and Rs 10,000 for 1 seat for the process for which the client will be providing work for the upcoming 11 months which would be refunded within 15 days from the date the centre would be live.

6.2 The centre needs to pay Rs 10,000 for 1 seat and they would be allotted Project file in PDF version and Excel Sheet to work for a period of 5 days which would be Monday to Friday, Saturday and Sunday would be an OFF.

6.3 This is an offline work so the centre has to complete a minimum of 100 forms a day which should be submitted on and before 11 PM IST, on a daily basis to be eligible to receive payment on the daily basis. For the 1st week there would be no deduction on the payout provided the centre submit a minimum of 100 forms a day

6.4 Payout would be Rs 20 per form and the centre has to submit a minimum of 100 forms a day to be eligible to receive the payment. Payment would be on daily basis and the same would be paid within 6 hours after submission of the work. Centre can only submit from Monday to Friday and well before 11 PM IST, delay on the same payout would be release on the following days.

6.5 Centre security deposit of Rs 49,000 for 10 seats and the same would be refunded within 15 days. There would be 2 days of training and then the centre would be live. If in case the centre accuracy is less than 90% then the payout would be released as per the accuracy level been achieved by the centre.

6.6 payments will be wired weekly every day within 6 hours from the time they have submitted the work, the submission time would be 11 PM IST every day.

6.7 Client is only charging an ID charge of Rs 10,000 for 1 seat, Client does not charge any kind of Royalty or Service charges from the centre. If the centre is paying any such fees, it will be totally the centres responsibility for same.

6.8 As far as QC is concerned the centre would get payout of Rs 20 per form, There would be 20 fields in 1 form and considering the centre has completed 100 forms its means a total of 2000 fields been completed and if centre has made mistake in 500 field it means an accuracy of 75%, so accordingly 75% of the amount would be paid on that particular seat, so the total payable amount would be 75% of Rs 2000, above 90% accuracy there would be no deduction

7 Termination

7.1 This Agreement shall continue in force from the date hereof until terminated by:

7.1.1 Mutual consent of the Parties; or

7.1.2 A Party giving to the other not less than 30 days' prior notice; or

7.1.3 The entry into force of an agreement between the Parties concerning or arising from the Purpose.

7.2 The provisions of Clauses 1 to 5 inclusive and Clause 7 shall survive any termination of this Agreement for so long as is required to give effect to their terms.

7.3 If any centre found terminating or teasing the software part or doing anything Related to manipulating the software or breaking the software part of CRM, they would be terminated for any further project. Furthermore, the QC of any running project would be rejected and project also would be terminated with or without notice.

7.4 If any centre is found to spread any baseless rumours and escalating any baseless report which mutilates the image of the Company, there contract would be Terminated immediately without notice.

7.5 If any centre found challenging the QC report by reworking on the same project

after getting the QC report. They would be terminated for any further project. ID charges also would be not refunded.

PAYOUT

Pay-out would be Rs 20 per form. Payout would be released on daily basis within 6 hours from the time they have submitted the worksheet. The worksheet should be submitted via email that would be shared during the time of training

Note :

- A. For submission the user (he or she) must complete minimum 100 forms per seat.
- B. Payment will be done according to above mentioned levels as per Errors.
- C. There will be no mix-up levels the payments will be paid according to the accuracy levels user have achieve.
- D. Once the project is delivered is not taken back.
 - 1. Starting and ending no space.
 - 2. Same spelling matching.
 - 3. Single space between two word.
 - 4. Always starting from left alignments.
 - 5. Each and every form must be saved.
 - 6. Do not like bold, italic and superscript, subscript etc.

Form Filling Procedure

1. **Gulf Emirates** will not be responsible for the work not being completed by the **User** because of any kind of technical failure, like hard disk crash etc, of the computer on which the User is working.

2. **Gulf Emirates** will provide only 1 password against on 1 serial number/Client code

Terms & Conditions

- 1. Everybody willing to take up the form filling work project from **Gulf Emirates** should make sure that he/she is capable enough to accomplish the task successfully. The person undertaking the working project will be called **User**.
- 2. For taking up the project, the **User** has to pay a security fee of Rs.10,000 for 1 seat
- 3. The work project will consist of one assignment, once the assignment is completed, they have to inform 24 hours before hand to get the next one.
- 4. Each assignment will consist of 5000 scanned form. There will be any diagrams, picture or tables but only text will have to be typed. The only to be taken care of will be the accuracy of the text being typed.
- 5. The **User** should strictly to the following in order to maintain the accuracy of the matter being edited.
 - A. The spelling should be exactly same as those are in the scanned files. Sometimes the spelling may be wrong in original scan in the original scanned file also. But they need not be considered as errors. The **User** is supposed to type exactly as per the scanned file. User must follow the rules mentioned in training, and work as per the rules.
 - B. Numerical mistakes will also be counted as errors.

C. There should be no missing/extra or duplicate text. They will be counted as many errors as the number of characters therein.

D. Everything can be typed in Capital letters, except alphabet P & MU in the values alignment of Description field (Follow instructions in training).

Typing should be started from the very first row and line without leaving any space. The space bar should not be pressed at the starting or end of a line, otherwise it will be considered an error.

In case of **User** does not work on the project seriously, timely and as per the specified accuracy parameters, the registration fees will not be refunded and forfeited by **Gulf Emirates** for substandard performance of the **User** compensating **Gulf Emirates** for different costs incurred, like courier expenses, handling expenses, whole infrastructure involved in the process, software costs, and most important being loss of time, during the entire process of availing the work to the **User**.

The work will be discontinued and registration fees forfeited on the occurrence of any of the Following:

The assignment is not completed by the User within the stipulated time frame of 10 days.

The **User** discontinues the project.

The work has been sub-contracted by the **User**.

The **User** has used some unauthorized means, indulged in breaking through the password protected structure of the program. It will be on the sole discretion of **Gulf Emirates** to decide if the **User** has used some unauthorized means to broken through the password protected structure of the program or not. It will not be practically possible to give the **User** any proof of such an act having been committed by him thus any such conclusion extracted by our technical team will be final and not challengeable. No communication by the **User** in this regard will be entertained.

The **User** will receive payment according to the achieved levels by **he/she**. There will no mix up or any consideration regarding accuracy levels.

Centre should be flexible to accept all new updates and changes in the project that might take place in the span of contract.

It will be the sole discretion of the centre whether they want to take the process or not. Process is not easy and needs lots of effort to get things in place. Client is not responsible in any way if centre fails to earn or incurs loss because of their Mismanagement, infrastructural negativity or poor performance.

Client offers a 18*7 helpline service to the centres, it will be the sole responsibility of the centre to understand the project and the process while communicating over the phone or internet.

It will be the sole responsibility of the centre to follow the instructions in training session and clarify their doubts. If anything, misheard or miscommunicated, centre has the responsibility to clarify the same.

Client is only charging a refundable ID charge of INR 10,000 for 1 seats. If centre is paying any royalty or consultancy charges to the consultant, client is in no way responsible for the same.

I....., understand the above agreement and accept all the terms and conditions mentioned in the contract paper. I will work as according to the condition mentioned in the contract and I fully understand the commercial & investment part.

I....., acknowledge that the Client is charging only a refundable ID charge of INR 10,000 for 1 seat and centre will be eligible for incentives which would be informed at the time of starting the live work

.I....., understand that I would be terminated in case if my organization tries to tamper software part in CRM/Excel/Pdf. I also understand that Client can terminate the project if the performance of my centre is not satisfactory / poor even after 3 warnings.

I....., fully understand the above contract and accept all the above terms and conditions. Will abide to all the rules and regulations till I am associated with the project.

Company Director

Date

Signed for and behalf of.....

Company Name :

Name :

Designation :